

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LIPMAN BROTHERS, INC.,

Plaintiff,

v.

APPRISE SOFTWARE, INC.,

Defendant.

CIVIL ACTION  
NO. 13-4439

**ORDER**

**AND NOW**, this 21st day of July, 2015, upon consideration of Defendant's Motion to Dismiss (Doc. #4) and all supporting and opposing papers, it is hereby **ORDERED** that the Motion is **GRANTED IN PART AND DENIED IN PART** as follows:

1. As to Count I (Fraud), the Motion is **DENIED**.
2. As to Count II (Negligent Misrepresentation in a Commercial Transaction), the Motion is **DENIED**.
3. As to Count IV (Violations of the Tennessee Consumer Protection Act), the Motion is **GRANTED** and **Count IV is DISMISSED WITH PREJUDICE**.
4. As to Count V (Violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law), the Motion is **GRANTED** and **Count V is DISMISSED WITH PREJUDICE**.<sup>1</sup>

**BY THE COURT:**

/s/ Jeffrey L. Schmehl  
Jeffrey L. Schmehl, J.

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<sup>1</sup> The Motion did not seek dismissal of Count III (Breach of Contract), so that claim is of course not dismissed.